

BK: 2018 PG: 1299
Recorded: 4/26/2018 at 1:40:43.0 PM
Fee Amount: \$17.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

FOR RECORDER'S USE ONLY

Prepared By: JESSICA CONNELLY, LOAN SERVICING ASSOCIATE, THE FIRST NATIONAL BANK IN CRESTON, 101 West Adams, Creston, IA 50801, (641) 782-2195

ADDRESS TAX STATEMENT:

THE FIRST NATIONAL BANK IN CRESTON, Main Bank, 101 West Adams, Creston, IA 50801

RECORDATION REQUESTED BY:

THE FIRST NATIONAL BANK IN CRESTON, Main Bank, 101 West Adams, Creston, IA 50801

WHEN RECORDED MAIL TO:

THE FIRST NATIONAL BANK IN CRESTON, Main Bank, 101 West Adams, Creston, IA 50801

MODIFICATION OF MORTGAGE

The names of all Grantors (sometimes "Grantor") can be found on page 1 of this Modification. The names of all Grantees (sometimes "Lender") can be found on page 1 of this Modification. The property address can be found on page 1 of this Modification. The legal description can be found on page 1 of this Modification. The related document or instrument number can be found on page 1 of this Modification.

THIS MODIFICATION OF MORTGAGE dated March 13, 2018, is made and executed between Benjamin J Waigand and Tara J Waigand, HUSBAND AND WIFE (referred to below as "Grantor") and THE FIRST NATIONAL BANK IN CRESTON, whose address is 101 West Adams, Creston, IA 50801 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 5, 2013 (the "Mortgage") which has been recorded in MADISON County, State of Iowa, as follows:

REAL ESTATE MORTGAGE DATED APRIL 5, 2013 IN THE OFFICE OF THE MADISON COUNTY RECORDER IN BOOK 2013 ON PAGE 1002.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in MADISON County, State of Iowa:

THE NORTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4); THE SOUTH HALF (1/2) OF THE NORTHEAST QUARTER (1/4); THE NORTH 60 ACRES OF THE SOUTHEAST QUARTER (1/4); AND THE EAST HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF SECTION THIRTY-ONE (31) IN TOWNSHIP SEVENTY-FOUR (74) NORTH, RANGE TWENTY-EIGHT (28) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA.

AND

PARCEL "B", LOCATED THEREIN, CONTAINING 3.00 ACRES, AS SHOWN IN PLAT OF SURVEY FILED IN BOOK 2008, PAGE 1631 ON MAY 20, 2008 IN THE OFFICE OF THE MADISON COUNTY RECORDER; THE SOUTH HALF (1/2) OF THE NORTHEAST QUARTER (1/4); THE NORTH 60 ACRES OF THE SOUTHEAST QUARTER (1/4); AND THE EAST HALF (1/2) OF THE NORTHWEST QUARTER (1/4); ALL IN SECTION THIRTY-ONE (31), TOWNSHIP SEVENTY-FOUR (74) NORTH, RANGE TWENTY-EIGHT (28) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA.

The Real Property or its address is commonly known as RURAL ROUTE AND 1672 330TH ST, LORIMOR, IA 50149.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

ADDING TARA WAIGAND AS GRANTOR TO MORTGAGE.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive

**MODIFICATION OF MORTGAGE
(Continued)**

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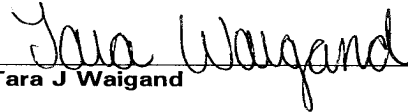
Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 13, 2018.

GRANTOR ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS MODIFICATION OF MORTGAGE AND ALL OTHER DOCUMENTS RELATING TO THIS DEBT.

GRANTOR:

X 
Benjamin J Waigand

X 
Tara J Waigand

LENDER:

THE FIRST NATIONAL BANK IN CRESTON

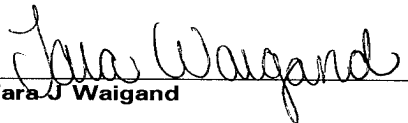
X 
CHRIS EATON, VICE PRESIDENT

NOTICE OF WAIVER OF HOMESTEAD EXEMPTION

GRANTOR UNDERSTANDS THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE, AND THAT BY SIGNING THIS MODIFICATION, GRANTOR VOLUNTARILY GIVES UP GRANTOR'S RIGHT TO THIS PROTECTION FOR THIS MORTGAGED PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS MODIFICATION. DATED MARCH 13, 2018.

GRANTOR:

X 
Benjamin J Waigand

X 
Tara J Waigand

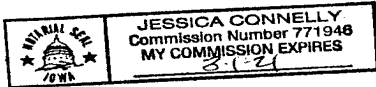
MODIFICATION OF MORTGAGE
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Union)

This record was acknowledged before me on March 13th, 20 18 by Benjamin J Waigand and Tara J Waigand.



Jessica Connelly
Notary Public in and for the State of Iowa
My commission expires 3-1-21

LENDER ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Union)

This record was acknowledged before me on March 13th, 20 18 by CHRIS EATON as VICE PRESIDENT of THE FIRST NATIONAL BANK IN CRESTON.



Jessica Connelly
Notary Public in and for the State of Iowa
My commission expires 3-1-21